

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN**

In re:	Case No. 3-22-10420-cjf
Maple Leaf, Inc.,	Chapter 11
Debtor.	Subchapter V

**AGREED FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL
AND GRANTING ADEQUATE PROTECTION**

This matter came before the Court on Debtor’s Motion for Order Authorizing Use of Cash Collateral and Granting Adequate Protection to Wisconsin Bank & Trust (“WB&T”) and Capital Dude, LLC.

The Court finds that it has jurisdiction to hear the matter pursuant to 28 U.S.C. §§ 157 and 1334, and that the matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) because it concerns the administration of the Debtor’s bankruptcy estates, and the Debtor’s use of cash collateral.

The Court finds that adequate notice of the Motion was given under the circumstances.

This Court granted relief on an interim basis pending a final hearing on the use of cash collateral and adequate protection, and set a final hearing for April 20, 2022 at 11:00

a.m. Thereafter, the Debtor, Wisconsin Bank & Trust, and Capital Dude, LLC filed a Stipulation for final use of cash collateral and adequate protection, requesting entry of this Agreed Order.

Based upon the Debtor's Motion, the Stipulation, and other matters of record in this case, the Court has determined that the relief requested in the Stipulation is in the best interests of the Debtor, its estate, the creditors, and other parties in interest. Accordingly,

IT IS ORDERED that:

1. For the reasons set forth on the record at the Hearing, the Stipulation is approved, subject to the specific provisions of this Order.
2. Pursuant to sections 361, 363(c)(2), and 363(e) of the Bankruptcy Code, the Debtor is authorized, but not directed, in the reasonable exercise of the Debtor's business judgment, to use the Cash Collateral for the ongoing conduct of the Debtor's business, provided the following provisions concerning adequate protection of are maintained.
3. So long as Debtor is in compliance with this Order, the Debtor is authorized to use Cash Collateral to fund the itemized expenditures (subject to permitted variances) contained in the budget attached hereto as Exhibit A (the "Budget"). As included in the Budget, Cash Collateral may be allocated for the payment of Debtor's professional fees. The Debtor shall not be authorized to use the Cash Collateral to pay any cost, fees, or expenses not set forth in the Budget.
4. WB&T and the Debtor are authorized, in their sole discretion, to agree to increase cash disbursements and operating expenditures in the Budget, and upon written agreement by WB&T to so modify the Budget, the Debtor will be authorized to use Cash Collateral in such amount without the need for any further order of the Court.

5. Debtor agrees to make adequate protection payments to WB&T of \$28,350 per month (with the next payment due on or before April 25, 2022), of which \$10,000 shall be paid from the monthly rent due Grant Properties, LLC.

6. The Debtor shall pay Capital Dude \$4,000 per month. This payment shall be without prejudice or binding effect to final plan treatment of Capital Dude, LLC. The parties have stipulated that this Order is not a determination that Capital Dude, LLC's security interest is subject to 11 U.S.C. § 552 or the nature of its transaction with the Debtor and Capital Dude, LLC reserves all rights. As long as payments are being received by Capital Dude, LLC pursuant to the terms of this Order, Capital Dude, LLC agrees to refrain from any collection activities from any guarantors or co-debtors.

7. This Order, and Debtor's use of Cash Collateral, shall terminate on June 30, 2022 (the "Termination Date") unless the Court otherwise orders. In the event that a plan is not confirmed prior to the Termination Date, the Debtor shall propose a further Budget to WB&T for review and comment and WB&T and Debtor shall thereafter agree on a further budget.

8. Debtor shall: (a) not enter into any transactions outside the ordinary course of business without Court approval; (b) maintain insurance of the type and nature required under the relevant loan documents; (c) pay all post-petition employee withholding, sales, use, fuel, and other tax obligations as they come due; (d) maintain property in the same working condition as it was on the Petition Date; (f) provide WB&T with inspection rights to the Collateral upon reasonable notice; and (g) provide an updated accounting to WB&T of all fertilizer deposits at WB&T's request.

9. Notwithstanding Section 552(a) of the Code, in order to protect WB&T's security interest in Cash Collateral that existed on or after the date of the Petition Date, WB&T holds a first and paramount post-petition replacement lien (the "Post-petition WB&T Lien") on the Debtor's personal property, including but not limited to, equipment, fixtures, inventory, documents, general intangibles, accounts, and contract rights, and specifically including any and all accounts, deposit accounts, and contract rights of Debtor, and proceeds thereof owned by Debtor and related to Debtor's operation, except to the extent that any such collateral may be subject to valid, properly perfected, priority liens of prepetition purchase-money secured creditors.

10. The Post-Petition WB&T Lien is perfected as of the Petition Date. WB&T may, but is not required to, file a financing statement with the Wisconsin Department of Financial Institutions to perfect the Post-Petition WB&T Lien. The Post-Petition WB&T Lien shall be deemed to attach to any such assets that the Debtor has an interest in not otherwise described herein.

11. By consenting to the use of Cash Collateral pursuant to the terms of this Order and except as provided for in the Budget, WB&T shall not be deemed to be providing consent for its collateral to be surcharged under 11 U.S.C. 506(c) or any other provision of law. By stipulating to the entry of this Order, WB&T has not, and shall not be deemed to have, consented to any payments or charges that operate as surcharge pursuant to 11 U.S.C. 506(c). Debtor, as further adequate protection for WB&T have, and shall be deemed to have, waived all claims which now or hereafter exist against WB&T pursuant to Section 506(c) of the Code. Debtor's waiver of claims pursuant to Section 506 of the Code shall not apply to any subsequently appointed trustee or trustee-in-possession.

12. Subject to the terms and conditions provided herein, WB&T is not agreeing to advance new or additional funds but is only permitting Debtor to use Cash Collateral to pay the expenses provided for in the Budget.

13. In addition to restrictions set forth herein, unless expressly set forth in the Budget, Cash Collateral shall not be used for payment of any pre-petition unsecured indebtedness, unless approved in advance of payment by the Court, with appropriate notice to WB&T.

14. Upon the occurrence of any of the following events (each of which is an “Event of Default”), Debtor shall be in Default under this Order:

- a. Any failure to comply with a term or requirement of this Order;
- b. The dismissal of this pending bankruptcy case;
- c. The appointment by the Court in the bankruptcy case of a trustee appointed to perform certain duties generally reserved to the Debtor-in-possession;
- d. Cancellation or lapse of any of the Debtor’s insurance policies that insure the Collateral;
- e. Cessation of normal business operations by Debtor; and
- f. Debtor’s failure to comply with the Budget within the permitted variance, as provided for in this Order.

15. Upon the occurrence of an Event of Default by the Debtors, WB&T or Capital Dude shall provide notice of such default to the Debtor, which written notice shall be accomplished by electronic mail (email) to Debtor’s counsel at ces@dewittllp.com and syd@dewittllp.com. If the Debtor fails to cure the default within five (5) days of such

notice, in addition to remedies provided elsewhere in this Order, upon the occurrence or continuation of any event of Default, the Debtor's right to use Cash Collateral pursuant to this Order shall terminate. Notwithstanding the forgoing, WB&T and Debtor may agree to a waiver and cure of any Default without further order of this Court, and Debtor may seek reinstatement of the right to use Cash Collateral by motion.

16. Notwithstanding any applicability of Bankruptcy Rule 6004(h), terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

17. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

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Maple Leaf Inc.
13 Week Cash Flow Forecast

	<u>Forecast</u> <u>Week 1</u> <u>3/26/2022</u>	<u>Forecast</u> <u>Week 2</u> <u>4/2/2022</u>	<u>Forecast</u> <u>Week 3</u> <u>4/9/2022</u>	<u>Forecast</u> <u>Week 4</u> <u>4/16/2022</u>
Total Cash Receipts	\$ 108,052	\$ 103,530	\$ 118,385	\$ 120,084
Cash Disbursements				
Payroll, incl Taxes	\$ 1,250	\$ 72,000	\$ 1,250	\$ 90,000
Job Material and Fuel	\$ 25,000	\$ 34,600	\$ 25,000	\$ 45,000
Recurring payments	\$ -	\$ -	\$ 1,100	\$ 2,700
Insurance	\$ -	\$ 8,946	\$ 27,000	\$ -
Other Misc Expenses	\$ -	\$ 8,240	\$ 9,294	\$ 3,000
Sales Tax (current)	\$ -	\$ -	\$ -	\$ -
Facility / Shop Rent (*to be paid \$10,000 to WB&T, \$6,000 to Grant Properties)	\$ -	\$ -	\$ -	\$ 16,000
Total Cash Disbursements	\$ 26,250	\$ 123,786	\$ 63,644	\$ 156,700
Current obligations				
Equipment Loans and Leases (regular payments)	\$ 1,031	\$ 8,409	\$ 8,219	\$ 11,069
WB&T (approx. \$2.5 MM principal balance)	\$ -	\$ 17,500	\$ -	\$ -
Sales tax arrears (interest on balance at 12%)	\$ -	\$ -	\$ -	\$ 1,500
Capital Dude (\$233,017)	\$ -	\$ -	\$ -	\$ -
Total Current Debt Disbursements	\$ 1,031	\$ 25,909	\$ 8,219	\$ 12,569
Net Receipts Over (Under) Disbursements	\$ 80,771	\$ (46,165)	\$ 46,522	\$ (49,185)
Beginning Cash	\$ 6,601	\$ 87,372	\$ 41,207	\$ 87,729
Ending Cash	\$ 87,372	\$ 41,207	\$ 87,729	\$ 38,544

<u>Forecast</u> <u>Week 5</u> <u>4/23/2022</u>	<u>Forecast</u> <u>Week 6</u> <u>4/30/2022</u>	<u>Forecast</u> <u>Week 7</u> <u>5/7/2022</u>	<u>Forecast</u> <u>Week 8</u> <u>5/14/2022</u>	<u>Forecast</u> <u>Week 9</u> <u>5/21/2022</u>	<u>Forecast</u> <u>Week 10</u> <u>5/28/2022</u>	<u>Forecast</u> <u>Week 11</u> <u>6/4/2022</u>	<u>Forecast</u> <u>Week 12</u> <u>6/11/2022</u>	<u>Forecast</u> <u>Week 13</u> <u>6/18/2022</u>
\$ 128,850	\$ 111,669	\$ 184,669	\$ 150,002	\$ 158,269	\$ 132,000	\$ 99,095	\$ 191,000	\$ 191,000
\$ 1,250	\$ 125,000	\$ 1,250	\$ 125,000	\$ 1,250	\$ 125,000	\$ 1,250	\$ 125,000	\$ 1,250
\$ 25,000	\$ 45,000	\$ 32,500	\$ 45,000	\$ 32,500	\$ 45,000	\$ 32,500	\$ 45,000	\$ 32,500
\$ 2,212	\$ -	\$ 1,100	\$ 1,200	\$ 3,712	\$ -	\$ -	\$ 2,300	\$ 2,512
\$ -	\$ 8,946	\$ 27,000	\$ -	\$ -	\$ -	\$ 8,946	\$ 27,000	\$ -
\$ 2,500	\$ 3,750	\$ 6,750	\$ 3,027	\$ 6,240	\$ 4,200	\$ 6,000	\$ 3,027	\$ 2,500
\$ 6,000	\$ -	\$ -	\$ -	\$ 23,000	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ 16,000
\$ 36,962	\$ 182,696	\$ 68,600	\$ 174,227	\$ 82,702	\$ 174,200	\$ 48,696	\$ 202,327	\$ 54,762
\$ 4,174	\$ 4,404	\$ 9,899	\$ 13,310	\$ 5,289	\$ 3,041	\$ 10,134	\$ 8,677	\$ 11,050
\$ -	\$ 18,530	\$ -	\$ -	\$ -	\$ 18,530	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500
\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000
\$ 8,174	\$ 22,934	\$ 9,899	\$ 14,810	\$ 9,289	\$ 21,571	\$ 10,134	\$ 8,677	\$ 16,550
\$ 83,714	\$ (93,961)	\$ 106,170	\$ (39,035)	\$ 66,278	\$ (63,771)	\$ 40,265	\$ (20,004)	\$ 119,688
\$ 38,544	\$ 122,258	\$ 28,297	\$ 134,467	\$ 95,432	\$ 161,710	\$ 97,939	\$ 138,204	\$ 118,200
\$ 122,258	\$ 28,297	\$ 134,467	\$ 95,432	\$ 161,710	\$ 97,939	\$ 138,204	\$ 118,200	\$ 237,888

	DATA ENTRY TABLE			1st Wk Ending	2nd Wk Ending	3rd Wk Ending
	Frequency	Day	Amount	3/26/2022	4/2/2022	4/9/2022
	w = weekly b = bi-weekly (Use Table, Col "V", for Day) m = monthly			Estimated	Estimated	Estimated
Ally Truck 94	m	7	1,128			1,128
Ally Truck 15	m	8	563			563
Ally Truck 16	m	8	534			534
Ally Truck 21	m	8	548			548
Ally Truck 4	m	8	566			566
Ally Truck 7	m	8	566			566
Ally Truck 88	m	8	579			579
GM Financial Truck 55	m	26	1,031	1,031		
Gm Financial Truck 32	m	11	546			
Wells Fargo Truck 91	m	4	728			728
Wells Fargo Truck 90	m	4	738			738
Wells Fargo Truck 63	m	29	707		707	
Wells Fargo Truck 23	m	30	656		656	
Citizens One Truck 95	m	10	1,290			
Wells Fargo S770 Bobcat	m	18	718			
Wells Fargo (2) S590 Bobcat	m	1	1,025		1,025	
Wells Fargo (3) S650 Bobcats	m	1	1,763		1,763	
Wells Fargo S595 Bobcat	m	15	554			
Wells Fargo (2) Utility veh/plow,spre	m	1	979		979	
Wells Fargo S590 Bobcat	m	15	561			
Wells Fargo S595 Bobcat	m	1	618		618	
Wells Fargo S650 Bobcat	m	1	651		651	
GM Truck 83	m	10	948			
GM Truck 30	m	17	291			
Gm Truck 57	m	18	1,117			
GM Blazer	m	28	709		709	
GM Tahoe	m	28	1,301		1,301	
GM Truck 89	m	14	747			
GM Truck 8	m	18	594			
BMO Harris Truck 84	m	10	1,409			
Kubota Mowers	m	18	1,454			
Kubota Skid loaders	m	3	2,269			2,269
Mitsubishi Truck 73	m	13	1,176			
Komatsu	m	14	1,919			
Komatsu	m	14	1,919			
Total				1,031	8,409	8,219

4th Wk Ending	5th Wk Ending	6th Wk Ending	7th Wk Ending	8th Wk Ending	9th Wk Ending	10th Wk Ending	11th Wk Ending	12th Wk Ending	13th Wk Ending
4/16/2022	4/23/2022	4/30/2022	5/7/2022	5/14/2022	5/21/2022	5/28/2022	6/4/2022	6/11/2022	6/18/2022
Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
			1,128					1,128	
				563				563	
				534				534	
				548				548	
				566				566	
				566				566	
				579				579	
		1,031				1,031			
546				546				546	
			728				728		
			738				738		
		707					707		
		656					656		
1,290				1,290				1,290	
	718				718				718
			1,025				1,025		
			1,763				1,763		
554					554				554
			979				979		
561					561				561
			618				618		
			651				651		
948				948				948	
	291				291				291
	1,117				1,117				1,117
		709				709			
		1,301				1,301			
747				747					747
	594				594				594
1,409				1,409				1,409	
	1,454				1,454				1,454
			2,269				2,269		
1,176				1,176					1,176
1,919				1,919					1,919
1,919				1,919					1,919
11,069	4,174	4,404	9,899	13,310	5,289	3,041	10,134	8,677	11,050

Expenses

	<u>Forecast</u> <u>Week 1</u> <u>3/26/2022</u>	<u>Forecast</u> <u>Week 2</u> <u>4/2/2022</u>	<u>Forecast</u> <u>Week 3</u> <u>4/9/2022</u>
Material and fuel			
Fuel	\$ -	\$ -	\$ -
Material fert	\$ -	\$ 9,600	\$ -
Material maintenance	\$ -	\$ -	\$ -
Material landscape	\$ 25,000	\$ 25,000	\$ 25,000
Total fuel and material	\$ 25,000	\$ 34,600	\$ 25,000

Recurring Expenses

Utilities			\$ 1,100
Cell phones			
Telephone and Internet			
Two-way radios			
Trash removal			
Total recurring	\$ -	\$ -	\$ 1,100

Insurance

GHC	\$ 8,106		
Principal	\$ 840		
Hausman & Johnson		\$ 27,000	
Total insurance	\$ -	\$ 8,946	\$ 27,000

Other Misc Expenses

Advertising			
Safety Supplies			
Equipment/Vehicle Repairs	\$ 2,500	\$ 2,500	
Equipment Rental			
Professional Fees			
Licenses and Fees	\$ 5,740	\$ 5,740	
Dues and Subscriptions (*add CLIP software)		\$ 1,054	
Total Other Misc Expenses	\$ -	\$ 8,240	\$ 9,294

<u>Forecast</u> <u>Week 4</u> <u>4/16/2022</u>	<u>Forecast</u> <u>Week 5</u> <u>4/23/2022</u>	<u>Forecast</u> <u>Week 6</u> <u>4/30/2022</u>	<u>Forecast</u> <u>Week 7</u> <u>5/7/2022</u>	<u>Forecast</u> <u>Week 8</u> <u>5/14/2022</u>
\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000
\$ -	\$ -	\$ -	\$ 7,500	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
\$ 45,000	\$ 25,000	\$ 45,000	\$ 32,500	\$ 45,000
			\$ 1,100	
	\$ 1,200			
\$ 1,200				\$ 1,200
	\$ 1,012			
\$ 1,500				
\$ 2,700	\$ 2,212	\$ -	\$ 1,100	\$ 1,200
		\$ 8,106		
		\$ 840		
			\$ 27,000	
\$ -	\$ -	\$ 8,946	\$ 27,000	\$ -
		\$ 500		
\$ 500				
\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
		\$ 750	\$ 750	
			\$ 3,500	
				\$ 527
\$ 3,000	\$ 2,500	\$ 3,750	\$ 6,750	\$ 3,027

<u>Forecast</u> <u>Week 9</u> <u>5/21/2022</u>	<u>Forecast</u> <u>Week 10</u> <u>5/28/2022</u>	<u>Forecast</u> <u>Week 11</u> <u>6/4/2022</u>	<u>Forecast</u> <u>Week 12</u> <u>6/11/2022</u>	<u>Forecast</u> <u>Week 13</u> <u>6/18/2022</u>
\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -
\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
\$ 32,500	\$ 45,000	\$ 32,500	\$ 45,000	\$ 32,500
			\$ 1,100	
\$ 1,200			\$ 1,200	
\$ 1,012				\$ 1,012
\$ 1,500				\$ 1,500
\$ 3,712	\$ -	\$ -	\$ 2,300	\$ 2,512
		\$ 8,106		
		\$ 840		
			\$ 27,000	
\$ -	\$ -	\$ 8,946	\$ 27,000	\$ -
	\$ 1,200			
	\$ 500			
\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
		\$ 3,500		
\$ 3,740			\$ 527	
\$ 6,240	\$ 4,200	\$ 6,000	\$ 3,027	\$ 2,500